

## SCHOOL DISTRICT OF SOUTH MILWAUKEE

831

### USE OF SCHOOL DISTRICT FACILITIES

It is the policy of the Board to cooperate with community agencies and organizations to the fullest extent, consistent with appropriate use of facilities, in making school facilities available to serve community needs, provided that such usage does not interfere with the regular academic pursuits, extra-curricular activities or maintenance functions of the District.

The right to authorize the use of school facilities shall be exercised by the Superintendent or his/her designee. Authorization for use of school facilities shall not be considered as an endorsement of or approval of the activity, group or organization or the purpose they represent. Such authorization shall not be construed to allow the permanent institutionalization of community groups or organizations within District facilities. Usage that will likely cause substantial disruption or materially interfere with the proper and orderly operation and discipline of the District or the District's reputation shall be strictly prohibited.

The right of a person to be admitted to any school in the District, and to participate fully in and enjoy the benefits of any curricular, extra-curricular, pupil services, recreational or other programs or activities will not be abridged or impaired because of discrimination based upon the person's sex, race, age, religion, political beliefs, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

The District encourages informal resolution of complaints under this policy. However, if any person believes that the District or any part of the school organization has failed to follow the law and rules of Wisconsin Statute Section 118.13 and/or Wisconsin Administrative Code PI 9, or in some way discriminated against persons on the basis listed above, he/she may bring or send a written complaint to the following address: Director of Personnel, Administrative & Legal Services, School District of South Milwaukee, 901 15<sup>th</sup> Avenue, South Milwaukee, WI 53172 (telephone number 414-766-5000).

## SCHOOL DISTRICT OF SOUTH MILWAUKEE

### RULE 831-PAC

#### USE OF SCHOOL DISTRICT FACILITIES

##### *Performing Arts Center*

All users of the South Milwaukee Performing Arts Center (PAC) must adhere to the policies, rules and regulations as set forth in Policy 831 and Rule 831. The following are additional rules and regulations as related to the PAC.

##### *Application and Approval*

1. **Interested parties may reserve a date or dates for rental in the PAC. Those dates will be held for up to 30 days. After 30 days, renter must complete a PAC Application for Use or those dates will be released.**
2. All applicants must complete a *PAC Application for Use* form. The PAC Director will then complete the *Facility Use Request* form and obtain the appropriate approvals. If approved, the user organization will receive a short-term use agreement with the estimated rental charges and a bill for deposit.
3. Applicants within user Groups I and II as defined in Policy 831, performance use will receive a higher priority than non-performance use.
4. A deposit of \$250 must be paid within 30 days of the contract approval or prior to the scheduled use, whichever is earliest. The deposit may be waived for applicants within Groups I, II and III. The deposit will serve to hold the reservation and will be applied to the balance due on the final invoice. The entire fee may be required with the contract at the discretion of the District.
5. If the applicant cancels the event, the District will retain the deposit. If the facility use is canceled due to inclement weather, public emergencies, or acts of God, the deposit will be applied to the new date, if the event is re-scheduled for a date within twelve (12) months of the original date. If the event is not re-scheduled, the deposit will be forfeited.
6. It is the responsibility of the user organization to: a) pay any state and county tax on sales and b) report any income to the Internal Revenue Service.

##### *Use of the PAC*

1. Prior to use, the PAC Director must approve all activities and equipment to be used in the PAC.
2. Food and drink will be permitted in designated areas only. Food and drink are specifically prohibited in the PAC stage, house and seating areas. **Renters wishing to sell concessions at events may do so with permission from the PAC Director. Items sold must be pre-approved by PAC Director. No chips or packaged snacks that are easily crushed may be sold.**
3. Organizations or individuals may not use the PAC without having a custodian on duty. When regularly scheduled custodial services are not available, a charge for

the actual costs of custodial services will be made for all building users. Any overtime or additional costs incurred by the district, as a result of the agreement, will be billed to the user. The PAC Director will provide a reasonable estimate of anticipated additional costs at the time of the reservation.

4. **The PAC Director or PAC Technical Assistant** must certify all technicians. A District certified technician or technicians must be present whenever the facility is being used by the user organization.
  - Call times for technicians will be made for a time suitably prior to a rehearsal/performance to allow for set-up and preparation.
  - All labor charges will be for a two-hour minimum.
  - All staff will receive overtime pay for any time above 40 hours per week or 8 hours per day, under the appropriate contract provisions.
  - Unscheduled labor may not be available.
  - Extra charges may be assessed for custodial overtime, audio and lighting personnel, use of District owned equipment, and general crowd supervision as determined by the District.
5. The user organization must work with the PAC Director **or PAC Technical Assistant** regarding the set up of the PAC.
  - Any special technical requirements (including scenery load-ins, specialty lighting gels or gobos, lighting plots, advance set-up, etc.) will be at the cost of the user organization and prearranged in a timely fashion.
  - Any changes that have been made to the standard PAC house set-up must be restored at the cost of the user organization.
  - If the orchestra pit cover or orchestra shell is used for an event, the cost of the removal and installation will be billed to the user organization.
  - All staging, electric and sound plots must have prior approval by the PAC Director **or PAC Technical Assistant**. Any setup deemed unsafe by the PAC Director **or PAC Technical Assistant** shall be modified to the satisfaction of the District as determined by the PAC Director **or PAC Technical Assistant**. The cost of any modification shall be borne by the user organization.
  - For Groups I and II, all sound and lighting equipment will not be set and focused until a time designed by the PAC Director **or PAC Technical Assistant** which will not be less than one week prior to the production.
  - All scenery, wagons, scenic shift items, and/or equipment (lighting, sound, special effects, etc.) must be approved by the PAC Director **or PAC Technical Assistant** before they may be used in the facility.
  - No modification of the rigging system will be allowed. Any items to be flown or to otherwise utilize the rigging system must be approved by the PAC Director **or PAC Technical Assistant** and hung to his/her standards. Absolutely no unsafe or questionable items will be hung or flown in the facility. Any dry goods removed from the baton must be properly stored according to the PAC Director **or PAC Technical Assistant** requirements.
  - Removal, relocation, or alteration of the stage curtains or masking may only be made with the express approval of the PAC Director **or PAC**

**Technical Assistant.** Requests for changes must be made in advance to the PAC Director **or PAC Technical Assistant.**

- Any equipment required for a scheduled event other than equipment listed in the PAC inventory must first be requested in writing on a timely basis. The actual rental charge for the equipment will be billed to the user organization. In the event any equipment on the PAC inventory should become unavailable, the PAC Director **or PAC Technical Assistant** will inform the user organization on a timely basis.
  - The PAC lobby shall be free of any obstructions and must conform to fire code regulations. The PAC Director **or PAC Technical Assistant** shall approve any tables or displays placed in lobbies prior to setup.
  - The user organization shall not post signs or affix banners to the building without prior consent of the PAC Director **or PAC Technical Assistant.** No items may be attached or mounted to the physical structure without prior approval. No items or hardware may be affixed to the stage floor or adjoining PAC areas. No holes may be drilled or other modifications made. No attachments may be hung on curtains.
  - Third party sponsors will not be allowed to distribute materials, place objects bearing sponsor's name or highlight their product or service without prior approval of the PAC Director. If contemplated, please submit sample materials in advance to the PAC Director.
  - No painting is allowed without prior approval of the PAC Director **or PAC Technical Assistant.**
  - No costumes or makeup are allowed in the PAC house and seating areas without prior approval of the PAC Director **or PAC Technical Assistant.** Any additional cleaning and/or custodial time made necessary by this or any other activity will be billed to the user organization.
6. All facility, time, labor, and equipment required for the event must be identified on the *PAC Application for Use* agreement. Meeting last minute requests for additional time and labor may not be possible nor will the District guarantee that additional equipment will be available. Please check the inventory of lighting, sound, and materials.
  7. The PAC Director **or PAC Technical Assistant** has authority over the PAC, its control rooms, box office, scene shop, dressing rooms, music rooms, studio rooms, and cafeteria refreshment area when required for performance or rehearsals for a scheduled event in coordination with appropriate District personnel.
  8. The user organization shall follow all fire code regulations regarding public performance, including the use of flame resistant materials for scenic or design purposes.
  9. Any use of open flame, pyrotechnics, strobe lights, smoke or chemical fog, hazers, etc. is strictly prohibited unless prior approval of the PAC Director **or PAC Technical Assistant** is obtained. If aforementioned materials are used without prior approval, the PAC staff shall have the right to discontinue the performance. Any use of the above-mentioned items must be listed in the program book and/or in a pre-show announcement.

10. Parking for trucks or vans at the PAC loading zone is limited to one vehicle at a time and must be coordinated prior to the event. No vehicle may stay in the loading zone unattended. Once the vehicle is unloaded, it may be required to move to the designated parking lot.
11. While it is the group's sole responsibility to establish safe sound levels, the PAC Director **or PAC Technical Assistant**, who shall have the authority to change the levels, if required, during a performance, may monitor the final sound output of any recorded or live performance. This includes any sound or AV equipment used in or around the PAC areas.
12. Any broadcasts, telecasts, recordings, etc. require prior written consent of the PAC Director.
13. The user organization is responsible for all licensing rights for the performance and novelty sales, **including the use of music or sound bites. The user organization is responsible for retaining rights from ASCAP, BMI or any other organization holding the rights to copyrighted material. The PAC is not responsible for any of these rights.**
14. It is the responsibility of the user organization to remove all equipment, scenery, costumes, etc. immediately following the said rental (or by the end of the next business day for use by Groups I and II), clean the dressing rooms and stage and check the hall to secure all property belonging to the user. Any items to be returned will be sent C.O.D. Any custodial time required beyond general cleaning will be billed to the user organization.
15. The user organization is required to inform all of their participants of the PAC house rules, particularly concerning food, drink, housekeeping and safety procedures. This includes, but is not limited to, production company members, volunteers, parents, audience members and others observing rehearsals, and any other groups and/or individuals associated with or peripheral to the rehearsal and event. The PAC Director reserves the right to remove anyone from a production/performance if he/she is not following PAC rules. **If a user organization or any of their participants, audiences, etc., does not adhere to the PAC house rules, the user organization may not be permitted to rent the PAC for future use.**
16. Only local calls are permitted from the PAC phones.
17. No one is allowed to operate any PAC equipment, unless previously approved by the PAC Director **or PAC Technical Assistant**.
18. No one is allowed on the catwalk, technical balcony, and rigging stairs without the approval of the PAC Director **or PAC Technical Assistant**.
19. Any problems, including loss, damage or injury, in the PAC must be immediately reported to the PAC Director **or PAC Technical Assistant**. The group will be responsible to reimburse the PAC for any loss, damage or injury.
20. Only the District may pay its employees for services rendered. The office of the PAC will in turn bill the permit holder for all salaries and fringe benefit payments. At no time shall any salary be paid directly to the employee. The District, or its representatives, will stipulate the number of District employees that are to be on duty for each activity.

21. All participants in any production must be supervised at all times by an adult trained to use the PAC and its equipment.
22. All participants in any production may be required to take part in a PAC Safety Seminar at the discretion of the PAC Director **or PAC Technical Assistant**.
23. Any damages incurred will be paid for by the participating groups.
24. Users of the PAC from Groups I and II are responsible for the cost of any batteries, lighting gels or other disposable goods used for a production.
25. Smoking cigarettes, pipes, or other tobacco products on stage for a performance is prohibited. The act of smoking may be carried out but the tobacco product may not be lit during a performance or rehearsal.
26. Alcohol is not permitted in any School District of South Milwaukee facility or on its grounds. The consumption of alcohol or the smoking of tobacco products is strictly prohibited. Failure to comply will result in contacting the police as this is a Wisconsin state law. All future rentals by an organization or group of people who fail to uphold this rule will be prohibited.

#### Front of the House Use

1. During all public performances a District certified House Manager, as designated by the PAC Director, must be present a minimum of one hour prior to curtain time and must remain until all audience members have vacated the PAC. Any costs will be billed to the user organization. The permit holder shall be the first person in the building and the last one out, other than PAC staff – arriving at least fifteen minutes prior to other members.
2. The user organization will have the authority to determine when to open doors.
3. Request for ushers, docents and ticket sellers must be made through the PAC Director at least 2 weeks prior to the event.
4. The District reserves the right to hire security for an event. All charges for the security will be billed to the user organization.
5. The posted PAC seating capacity (786) may not be exceeded in any circumstance (Fire Code).
6. Upon written request from the PAC Director, the user organization will provide four complimentary tickets per performance to the District.
7. Tickets may be issued by seat number.
8. Appropriate behavior will be expected of all spectators at all times.
9. Ticketing options are available for varying charges.

#### Admissions

User organizations may determine the amount of admission, if any. The amount collected through admission fees belong to the user organization, with the following exceptions:

1. For each sold ticket, \$0.30 must be paid to the South Milwaukee PAC Long Term Maintenance and Replacement Fund. This fee does not apply to events held by user organizations in Group I. For non-ticketed events, \$.30 per attendee must be paid to

the South Milwaukee PAC Long Term Maintenance and Replacement Fund. This fee does not apply to events held by user organizations in Groups I and II.

2. The fee structure for use of the PAC specifies that in certain circumstances a percentage of the net income, including admission fees, is to be paid to the PAC. Please see the detailed fee structure.
3. The School Board has determined that admission shall not be charged for events that are directly related to a curricular class (examples: high school music concerts). Amounts may be collected on a voluntary basis for the general operation fund or a specific program at any concert. Admission may be charged for co-curricular or special events (examples: drama or musical plays, madrigal performance, athletic events).

### Group Definitions – PAC

#### Group I: School District of South Milwaukee

Please see Use of School District Facilities Policy for a definition of this group. The PAC does not take a cut from any ticket fees, if applicable, nor is there a rental charge to use the PAC. Examples: Music department concerts, musicals, plays, class presentations, athletic meetings and awards ceremonies.

#### Group II: Recreation Department Sponsored Groups

Please see Use of School District Facilities Policy for a definition of this group. If the Recreation Department is charging a fee, the PAC will receive \$.30 from each ticket sold for maintenance and upkeep. Examples: Recreation department youth theatre, recreation department dance recital, recreation department classes.

#### Group III: School Related Activity Groups

Please see Use of School District Facilities Policy for a definition of this group. The PAC does not take a cut from any ticket fees nor is there a charge to use the PAC. Examples: The SM Legacy, PTA, parent booster clubs, SDSM employee union meetings or conferences.

#### Group IV: South Milwaukee Community Youth Groups

Please see Use of School District Facilities Policy for a definition of this group. See Fee Structure below. Examples: Scouts, Youth Commission activities, non-school sponsored theatre groups, Junior Miss Pageant.

#### Group V: South Milwaukee Community Groups

Please see Use of School District Facilities Policy for a definition of this group. See Fee Structure below. Examples: Heritage Days, South Milwaukee Lions, YMCA, City of South Milwaukee, Spectacle of Music, South Milwaukee Association.

#### Group VI: South Milwaukee For-Profit Groups

Please see Use of School District Facilities Policy for a definition of this group. See Fee Structure Below. Examples: Bucyrus International, any South Milwaukee business meetings.

### Group VII - A: Out of Community Non-Profit or Small Business

Any non-profit group outside of the South Milwaukee community or any small business such as piano teachers for purpose of their recitals or individual artists who are not considered a non-profit group or small businesses with less than 5 employees and less than 150 attendees to event in PAC. See Fee Structure below. Examples: piano recitals; individual or small group concerts or recitals; non-profit meetings, conferences, retreats or seminars; small business retreats, meetings, conferences or seminars.

### Group VII - B: Out of Community For-Profit

Any out of community for-profit business. See Fee Structure below. Examples: Business Meetings and conferences, dance studio recitals, seminars.

### Fee Structure

1. There is a four-tier fee structure. Groups I, II and III will be Tier One. Groups IV, V and VI will be Tier Two. Group VII-A will be Tier Three. Group VII-B will be Tier Four.
2. Tier one groups will not be charged a fee. However, custodial overtime as described below will be charged to groups in tier one.
3. Custodial overtime will be charged to each group at a rate of \$38 per hour, Monday-Saturday. Custodial overtime will be charged to each group at a rate of \$50 per hour on Sundays and holidays. Overtime is incurred at the PAC Monday-Friday prior to 5:30 am or after 11:00 pm, on Saturday prior to 11:30 am and after 8:00 pm and anytime on Sunday or holidays.
4. Specific information related to each group is listed above. The fees for tier two, three and four groups are listed on the Fee Structure below. Fees for long-term use of the PAC and/or multiple performance dates may be negotiated separately.
5. The rental fee includes the "SIMPLE" package (1 microphone & house lights). Any special technical requirements (including advance set-up and house restore) may require crew calls and additional technician charges.
6. If the event is more than one day, the rate for the removal/installation of the orchestra pit cover and/or the orchestra shell is negotiable.
7. Organizations wishing non-profit status must provide a copy of a 501(c)3 form, at the time of application.
8. All tier two, three and four users pay a \$.30 per ticket fee to the South Milwaukee High School PAC Long Term Maintenance and Replacement Fund or \$.30 per person for non-ticketed events. This fee will not apply to groups in tier one unless otherwise stated above.
9. All users must submit a Certificate of Insurance for \$1,000,000 for general liability and a Certificate of Insurance for \$300,000 for fire damage with the signed contract. Failure to do so will render the contract null and void.

### Agreement:

*The applicant agrees to abide by the rules, regulations, and policies formulated by the District regarding the use of its facility, agrees to pay expenses incurred and billed by the District, agrees to be responsible for careful and prudent use of the District facility, and*

*to be responsible for any damages that occur. Further, the applicant(lessee), shall indemnify and save harmless the District (lessor) from and against any and all loss, cost, (including attorney's fees) damages, expenses, and liability (including statutory and liability under worker compensation laws) in the connection with claims for the damages as a result of injury or death of any person or property damages to any property sustained by the lessee, its employees, and all persons, which arise from or in any manner grow out of an act or neglect on or resulting from the use of lessor's facilities and equipment by lessee, lessee's agents , employees, and invitees, or another person during the rental agreement. The School Board reserves the right to compel a showing of financial responsibility or a policy of liability insurance for any given amount as it deems is advisable as a condition precedent to the leasing facility.*

*A Certificate of Insurance showing Commercial General Liability with the District named as an additional insured and a minimum per occurrence coverage limit of \$1,000,000 and a Fire Damage limit of \$300,000 is required. A Certificate of Insurance showing Auto and Worker Compensation coverage and limits acceptable to the District may be required as a condition of this lease agreement. The cost of this coverage is to be paid by the lessee.*

*In the event any fault or neglect by the District or its failure to satisfy any obligations under the PAC Application for Use Agreement, the liability of the District shall be exclusively limited to the refund of any amounts paid by the user organization or due under the agreement.*

***Authorization for use of the school facilities shall not be considered as an endorsement of or approval of the activity, group, or organization nor the purpose they represent.***

***The District is an equal opportunity employer and does not discriminate on the basis of race, national origin, religion, age, sex, handicap disability, or other basis by applicable fair employment laws and regulations.***